

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO**

GEORGE MONTGOMERY,

Plaintiff,

v.

Civ. No. 19-940 GBW/GJF

CONTINENTAL INTERMODAL
GROUP-TRUCKING LLC,

Defendant.

ORDER EXTENDING DEADLINE

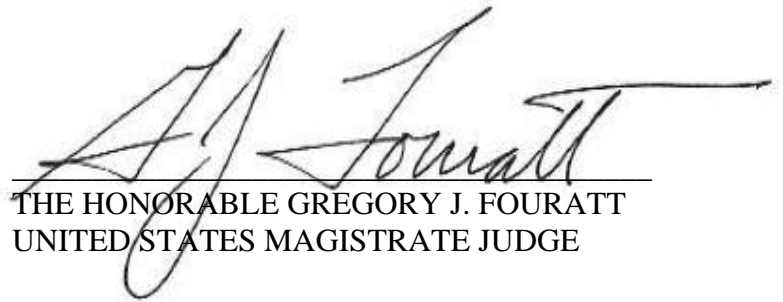
THIS MATTER is before the Court upon the parties' "Notice of Agreed Extension to File Motion for Summary Judgment" [ECF 24]. The Court construes this notice as an unopposed Motion to Extend Defendant's March 31, 2020 Motion Deadline.¹ Having reviewed the record, and noting the concurrence of the parties, the Court will GRANT the Motion.

IT IS THEREFORE ORDERED that the Motion is **GRANTED**. Defendant shall have until **April 21, 2020**, to file any dispositive motion(s) relating to the possible preemption of the New Mexico Minimum Wage Act.

IT IS FURTHER ORDERED that the telephonic status conference, currently set for April 7, 2020 [ECF 13], is **RESET** to **April 28, 2020 at 1:30 p.m.** The parties shall call the Court's conference line at (888) 363-4735 and use code 9873158 to connect to the proceedings.

¹ Although the filing is captioned as a "Notice," the Court interprets the filing as "[a] request for a court order"—and therefore something that should have been "made by motion." Fed. R. Civ. P. 7(b). Although the Court—in ordering Defendant to file certain dispositive motions no later than March 31, 2020—"highlight[ed] Local Rule of Civil Procedure 7.4, which provides that *response* and *reply* deadlines 'may be extended by agreement of all parties,'" this rule does not permit the parties to extend, even by mutual agreement, a court-ordered *motion* deadline. ECF 12 at 1 (emphasis added); *see also* ECF 11 at 2 (Clerk's minutes, noting that "[i]f Defendant needed additional time beyond [this] deadline, it would be required to *show good cause*" (emphasis added)). The decision whether to modify a motion deadline specifically set *by the Court* is *for the Court*, not the parties.

SO ORDERED.



THE HONORABLE GREGORY J. FOURATT
UNITED STATES MAGISTRATE JUDGE